

INSPECTION AGREEMENT



Address of Inspection: _____

Date of Inspection: _____ Inspection Price: _____

PARTIES TO THE AGREEMENT

Company

Client

Chris D. Hilton, Home/Building Inspections
310 West Fourth Street, Suite 1806
Winston-Salem, NC 27101
Phone: (336) 816-7756
E-mail: chris@chrisdhilton.com
Website: www.chrisdhilton.com

Current Address: _____

E-mail: _____

THIS IS A LEGAL BINDING CONTRACT. READ THIS COMPLETE AGREEMENT CAREFULLY.

Chris D. Hilton, herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the Client(s) of major deficiencies in the condition of the structure at the address written above. **THE WRITTEN REPORT AND ATTACHMENTS THERETO ARE THE PROPERTY OF THE INSPECTOR AND THE CLIENT(S) AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTORS AND THE CLIENTS WRITTEN CONSENT.** The Client(s) agree to indemnify, defend and hold harmless the Inspector from any third party claims relating to this inspection or inspection report. The Inspector accepts no responsibility for the use or misrepresentations of the report by third parties.

1. This inspection, along with any subsequent re-inspection of the subject structure, shall be performed by the Inspector for the Client(s) in accordance with standards of practice and Code of Ethics of the North Carolina Home Inspector Licensing Board. A copy is available from the North Carolina Home Inspectors Licensure Board and is hereby made a part of this contract as if it is included herein.
<http://www.ncdoi.com/osfm/engineering/hilb/nchilb.asp>

2. The purpose of this inspection is to visually observe the items to be inspected and to identify and report major deficiencies found at the time of the inspection as well as other (or lesser) conditions that in the opinion of the inspector should come to the attention of the Client(s). Major deficiencies are defined to mean deficiencies of individual items, which will probably cost more than \$500 to repair, replace or correct. The inspection is to be a non-destructive examination of the general functioning of the structure, its components and equipment. The examination is limited to visually accessible typical and

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normal owner operating procedures and techniques. Detached buildings of any type including garages are not included unless specifically included as a part of this contract.

3. The Client(s) hereby represents and warrants that all approvals necessary have been secured and arrangements made for the Inspectors entrance in to the structure and that permission has been granted to perform the inspection and to operate components, equipment and fixtures that are to be inspected. The Client(s) will read the entire Inspection Report when received and promptly call the Inspector with questions the Client(s) may have.

4. It is the responsibility of the Client(s) that the building, its components and equipment, are ready and accessible at the time of the inspection. All utilities and pilot lights must be on and all equipment operational so the total inspection can be completed at the scheduled date and time. The Inspector is not obligated to change light bulbs, light pilots, change or replace fuses, move furniture, obstructions, or floor coverings, or remove panels to inspect any part of the building or its equipment.

5. This inspection is not intended to be technically exhaustive nor is it considered to be a **GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE STRUCTURE, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH.** The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this structure, systems, components, or the contents therein. The Inspector is neither a guarantor nor insurer.

6. The written report, attachments, addendums or modifications prepared by the Inspector shall be considered the final and exclusive findings of the Inspector of the structure. Client(s) understands and agrees that the Client(s) will not rely on any oral statements made by the Inspector. Client(s) further understands and agrees that the Inspector reserves the right to modify the Inspection Report by e-mailed or faxed addendum for a period of time that shall not exceed seventy-two (72) hours after the Inspection Report has first been delivered to Client(s).

7. The Inspector attempts to accurately report the existence of major visible defects in the subject structure, components and equipment as well as other (or lesser) conditions that in the opinion of the Inspector should come to the attention of the Client(s). Client(s) acknowledges that the Inspector is a **GENERALIST**, not a specialist and does not perform technically exhaustive examinations or engineering evaluations of the subject structure, components, and equipment. The inspection report is an **UNBIASED OPINION BASED UPON the EXPERIENCE OF the individual GENERALIST INSPECTOR**, and the Inspector is **NOT AN EXPERT IN EVERY CRAFT OR PROFESSION.** Client(s) acknowledges that the Inspector will not report on issues or defects that are not visible and apparent at the time of the inspection, or on conditions or defects that can be observed only after the performance of destructive testing, probing, dismantling of equipment, or on latent conditions. This inspector does not remove access panels which would not be removed by the owners of this property as part of general maintenance practices. **CLIENT(S) AGREES TO ASSUME ALL THE**

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RESPONSIBILITY FOR CONDITIONS WHICH ARE CONCEALED FROM VIEW OR INACCESSIBLE BY THE INSPECTOR AT THE INSPECTION.

8. The Client(s) acknowledges and agrees that the inspection, report and all findings contained therein are limited in nature and scope, as set forth in the standards of practice and Code of Ethics of the North Carolina Home Inspector Licensing Board. A copy is available from the North Carolina Home Inspectors Licensure Board and is hereby made a part of this contract as if it is included herein.

<http://www.ncdoi.com/osfm/engineering/hilb/nchilb.asp>

For a clear understanding of what is and is not included as part of this inspection and for additional information about this process the Client(s) are directed to the Internet link below. Information provided at the link below is made a part of this contract as if included herein:

<http://todayshomeinspection.blogspot.com/p/inspection-information.html>

You are specifically directed to the section at the site stated above titled Areas To Be Observed and Condition Reported and the section titled Specific Limitations and Exclusions. The areas/items, systems and components stated in the section titled Specific Limitations and Exclusions ARE NOT INCLUDED, nor can they be accurately assessed by the Inspector during a limited inspection. THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, LEAD SOLDER, UREA FORMALDEHYDE, PCBs, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR POLLUTANTS, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE RELATED ENVIRONMENTAL CONDITIONS, BURIED FUEL TANKS, ELECTRO-MAGNETIC FIELDS, PROXIMITY TO TOXIC WASTE SITES OR OTHER ENVIRONMENTAL OR HEALTH HAZARDS. THE CLIENT(S) IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF ANY THE ABOVE IS DESIRED. THIS INSPECTOR DOES NOT MOVE INSULATION OF ANY TYPE.

9. Any matter concerning the interpretation of this Agreement, Inspection Report, or any claim based upon either of them shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection which shall be amended to include the following: The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of The American Society of Home Inspectors ASHI with at least ten (10) years of Home/Building Inspection experience.

10. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to those proceedings involving claims sounding in tort or contract, against the Inspector, his agents or employees, must be brought within one (1) year from the date of the Inspection, or same will be deemed waived and forever

barred. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

11. If any court or arbitrator declares any provision of this contract invalid or unenforceable, the remaining provisions will remain in effect.

12. To the extent allowed by law, it is understood and agreed that should the Inspector be found liable for any loss of damages resulting from a failure to perform any of his obligations, including but not limited to negligence, breach of contract or otherwise, then the liability of the Inspector shall be limited and fixed to a refund equal to the amount of the fee paid by the Client(s) for the inspection and report.

13. The parties to this agreement acknowledge and understand that an attorney fee provision is contained within this contract. More especially, each party understands and agrees that should any legal action, including binding arbitration as provided for above, be instituted by any party to this agreement and should either party maintain on the action by way of judgment, verdict, or award, said party is entitled to attorney fees and costs as approved by the court or arbitrator (in the case of binding arbitration as provided for above) in that action. Each side understands in signing this agreement, they may be held liable for attorneys fees, cost, expenses and fees by the opposing party should the claim that is filed or the defense brought to an action filed be less than meritorious. It is understood by agreeing to this provision that it is intended to be a deterrent from litigation and a motivation to resolve disputes short of trial or binding arbitration.

14. This contract represents the entire agreement between the Inspector and the Client(s). The Inspector is not responsible for the repair, replacement or alteration of any item within or upon the inspected structure or property. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No changes or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

15. The inspection service is conducted at the site of the structure. The physical on-site inspection of the structure is a very valuable time of exchange of information between the Inspector and the Client(s). Any particular concern of the Client(s) must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client(s) attends and participates in the inspection process itself, the Client(s) will have no chance of gaining all of the information that is offered.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT. I/WE ALSO AGREE TO PAY THE FEES QUOTED ACCEPTED AND AGREED TO:

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Client(s) agrees to pay a base fee quoted plus any additional fees not included in the base fee for additions work requested and approved by the client(s). Payment is due in full at the site upon completion of the inspection. No written report will be issued until other arrangements are made or full payment is received.

By approving this document the Client(s) authorize the Inspector to disclose any and all information from the inspection to interested third parties, at his sole discretion, otherwise not allowed by NC State Law. All correspondence, website links, e-mails and reports will be copied to and made available to both agents and the seller(s) to expedite this process.

I have read, understood and accept the terms of this agreement.

Date: _____